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LPR Resale Agreement

THIS LPR RESALE AGREEMENT GOVERNS THE PROVISION AND USE OF PRODUCTS AND SERVICES PURCHASED BY WESTERN Carolina University ("**CUSTOMER**") FROM T2 SYSTEMS, INC. ("**T2 Systems**").

Customer desires to acquire services and/or products that are owned and provided by one or more third-party subcontractors through its contractual relationship with T2 Systems. The identification of the products and/or services and the terms governing their provision and use shall be set forth in the Appendices hereto.

1. **DEFINITIONS.** In this Agreement:

"**Agreement**" means this Third-Party Resale Agreement.

"**Customer Data**" means the data provided to T2 Systems by Customer and Customer's authorized end users who access or use the Software.

"**Effective Date**" means the date set forth below as the executed date.

"**Products**" means those hardware and software solutions identified in Appendix A.

"**Services**" means the services identified in Appendix A and, if applicable, as further set forth in a Scope of Work attached hereto as Appendix B.

"**Software**" means the software sublicensed by T2 Systems to Customer identified in Appendix A.

"**Third-Party Provider**" means the entity or entities identified in Appendix A whose Products and Services are being resold by T2 Systems under this Agreement.

All other terms defined in this Agreement shall have the meanings ascribed thereto. Capitalized terms used in this Agreement that are not otherwise defined in this Agreement have the meaning set forth in the Agreement.

2. **APPENDICES.** The Appendices below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement shall control over the Appendices. Each reference to T2 Systems in the Appendices shall be deemed to mean T2 Systems, Inc.

Appendix A – Products & Services
Appendix B – Scope of Work
Appendix C – Applicable Terms

3. **SCOPE OF WORK.** T2 Systems will cause its subcontractors to provide the Services as described in the Scope of Work document attached hereto as Appendix B and incorporated herein. T2 Systems and Customer shall each appoint a Project Manager who shall work together to coordinate, supervise and manage the Scope of Work and the project schedule for the duration of the project.

4. **PAYMENTS.** Unless otherwise specified on the quote, all amounts payable hereunder shall be due to T2 Systems within thirty (30) days of invoice date, and Customer agrees to pay for the Services and Products in accordance with Appendix C. All prices shown are net, and in addition to the price of goods, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All prices quoted are valid for ninety (90) days and are exclusive of taxes.

5. **RIGHTS OF CUSTOMER.** Customer's rights in and to any Software and hardware shall be set forth in Appendix C.

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6. **WARRANTY.** In addition to the disclaimers and limitations in the Agreement, Customer acknowledges and agrees that T2 Systems is acting as a reseller of the Products and Services and T2 Systems does not directly provide any warranties with respect to the Products or Services. Any warranties provided by the Third-Party Provider are set forth in Appendix C.

7. **CUSTOMER DATA.**

(a) Customer shall be solely responsible for, and shall hold T2 Systems, its third party suppliers, and their respective representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data).

(b) The Software may create and store databases of personal information of end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.

(c) The parties acknowledge that at all times Customer or its end-user will remain the owner of Customer Data. Except as otherwise agreed to in writing, T2 Systems shall not at any time use Customer Data or disclose Customer's data to any third parties, except that T2 Systems and its subcontractors may use Customer Data for the purpose of meeting its obligations hereunder and providing the Services, and subject to applicable law may store, back-up and archive Customer Data.

(d) T2 Systems will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 Systems pursuant to this Agreement will be safeguarded by T2 Systems to the same extent that T2 systems safeguards data relating to its own business; *provided, however*, if Customer Data is publicly available, is already in T2 Systems' possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 from third parties, T2 Systems shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 Systems has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2 Systems, T2 Systems shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 Systems took or is taking to stop the unauthorized access.

8. **INDEMNITY.**

(a) T2 Systems Indemnification. T2 Systems shall indemnify, defend and hold harmless Customer from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), that arise directly from any act(s) of gross negligence or willful misconduct by T2 Systems or any of its officers, directors, employees, subcontractors, agents or other representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s).

(b) Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any action, claim, demand, cost, charge, losses, and expenses, ("**Losses**") brought against or suffered by Customer and its officers, directors and employees (the "**Indemnitees**") arising out of or related to:claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2 Systems.

(c) Customer Indemnification. Only in the manner and to the extent permitted under North Carolina law, Customer agrees to be responsible from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its affiliates, or breach of the Agreement by Customer.

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9. **INSURANCE.**

(a) During the term of this Agreement, T2 Systems will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines insurers having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following limits of coverage:

(i) Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

(A) Employers Liability - Each Accident	$1,000,000
(B) Employers Liability - Each Employee	$1,000,000
(C) Employers Liability - Policy Limit	$1,000,000

T2 Systems Workers' Compensation policy will include those states where T2 Systems performs operations for Customer.

(ii) Commercial General Liability Insurance with limits of not less than:

(A) Each Occurrence Limit	$1,000,000
(B) Personal & Advertising Injury	$1,000,000
(C) General Aggregate	$2,000,000

T2 Systems' Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2 Systems' liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.

(iii) Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

(iv) Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.

(b) The insurance coverage carried by T2 Systems as set forth herein shall not in any way expand T2 Systems' liability or modify or affect the limitations of liability set forth in the Agreement.

10. **EXCLUSION OF WARRANTIES.**

(a) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREMEENT OR AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2 SYSTEMS, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 SYSTEMS AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.

(b) T2 SYSTEMS DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S

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REQUIREMENTS. FURTHER, T2 DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. T2 SYSTEMS WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA.

(c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. **LIMITATION OF LIABILITY AND DAMAGES.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2 SYSTEM'S, ITS SUBCONTRACTORS, THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL COLLECTIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM. TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO T2 SYSTEMS FOR THE PRODUCTS OR SERVICES DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE MOST RECENT CLAIM. IN NO EVENT WILL T2 SYSTEMS OR ITS SUBCONTRATORS OR THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.

12. **CHOICE OF LAW.**

(a) This Agreement and all Addenda are governed by the laws of the state of North Carolina.

13. **TERM & TERMINATION.**

(a) Either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received. Customer shall be liable for all fees and costs incurred up to the effective date of termination.

(b) Either party may terminate this Agreement if the other party breaches any material obligation under this Agreement, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party.

14. **GENERAL PROVISIONS.**

(a) Assignment. T2 Systems may assign its rights and obligations under this Agreement. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2 Systems.

(b) Entire Agreement. Customer acknowledges that this Agreement and all including the Appendices and Quotes comprise the entire understanding and agreement between parties regarding the Products and Services

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and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the same including all prior agreements between T2 Systems and Customer. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.

(c) Enurement. This Agreement shall be binding upon and enure to the benefit of T2 Systems, Customer and their respective successors and permitted assigns.

(d) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than 60 Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind.

(e) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.

(f) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the applicable signatory at the address appearing on the Quote(s), as applicable, or at such other address as either party may designate by notice to the other.

(g) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.

(h) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.

(i) Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

(j) Counterparts. This Agreement may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.

Executed this day of April, 2018.

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T2 SYSTEMS, INC.

DocuSigned by:
Per: Joseph C. Weiler
7BC8DADB5C874BE...

DS
JW

Name: ~~Adam Blake~~ Joe Weiler

Title: ~~CEO~~ VP, Sales Operations

WESTERN CAROLINA UNIVERSITY

Per: Cindy Nicholson

Name: Cindy Nicholson

Title: Director Purchasing & AP Services

Approved as to form.
JDG
Attorney

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APPENDIX A
PRODUCTS & SERVICES

Subscriptions

Product Name	Quantity	Sales Price	Year 1 Total	Year 2 Total	Year 3 Total
LPR Third Party Software	1.00	USD 360.00	USD 360.00		
LPR Third Party Software	2.00	USD 480.00	USD 960.00		
LPR Third Party Software	1.00	USD 4,320.00	USD 4,320.00		
LPR Third Party Software	2.00	USD 360.00	USD 720.00		

Services

Product Name	Quantity	Sales Price	Year 1 Total	Year 2 Total	Year 3 Total
Flex and LPR Integration Implementation	1.00	USD 3,000.00	USD 3,000.00		
LPR Third Party Services	1.00	USD 1,200.00	USD 1,200.00		
LPR Third Party Services	2.00	USD 3,600.00	USD 7,200.00		
LPR Third Party Services	1.00	USD 4,434.00	USD 4,434.00		
T2 LPR Integration Prime Project Management	1.00	USD 6,000.00	USD 6,000.00		

Hardware

Product Name	Quantity	Sales Price	Year 1 Total	Year 2 Total	Year 3 Total
Datamax O'Neil Apex 3 Printer ANDROID and WINDOWS	2.00	USD 799.00	USD 1,598.00		
Datamax-O'Neil Accessory: Apex 3i Car Charger	2.00	USD 106.00	USD 212.00		
Datamax-O'Neil Accessory: Apex 3i Case IP54 Rating	2.00	USD 125.00	USD 250.00		
Datamax-O'Neil Accessory: Apex 3i RJ to USB Cable	2.00	USD 30.00	USD 60.00		
LPR Third Party Hardware	2.00	USD 6,000.00	USD 12,000.00		
LPR Third Party Hardware	2.00	USD 28,320.00	USD 56,640.00		

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Custom Quote Totals

	Year One Total	Year Two Total	Year Three Total
Total Annual Investment:	USD 98,954.00	USD 0.00	USD 0.00

Tax Info

All prices quoted are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including, without limitation, occupation, property, excise, sales, or use taxes but excluding any taxes based on the income of T2 Systems. If the Customer claims an exemption from any such taxes, it is the Customer's responsibility to provide all documentation required by the appropriate taxing authorities.

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APPENDIX B

T2 SCOPE OF WORK

INTRODUCTION

T2 Systems, Inc. (T2) has been engaged to partner with **<Western Carolina University>** ("Customer"), to implement **<LPR >** ("Solution"). This Statement of Work (SOW) outlines the general scope, level of effort, and associated responsibilities required to implement the quoted Solution. The active participation by both T2 and Customer project teams is crucial to the process, as deliverables are time sensitive and require task coordination and completion by multiple resources.

The Statement of Work and any exhibits, attachments and Project Schedule shall be governed by the terms of the executed T2 Master Agreement. The SOW governs the deliverables and process for the project engagement. The SOW is developed in conjunction with the signed Quote and is valid for the same duration.

Project Term

The parties anticipate that T2's Services will begin on **<March 30, 2018>** ("Start Date") and the parties estimate that services will be completed by **<June 30, 2018>** ("End Date"). The Start Date or End Date may be extended due to delays in executing this SOW, availability of required Equipment and Software, availability of Customer or T2 personnel, fulfillment of Customer responsibilities or changes to the project scope or functional specification.

In addition, any schedule or scope changes due to the Customer not meeting the agreed deliverables will initiate the Change Management process described below and may result in additional fees.

Project Overview

T2, is pleased to provide the SOW as part of this fixed bid estimate. T2 will agree on the use of time of the project based on the project deliverables found within the Scope Statement addendum to this SOW. During the project T2 will take reasonable endeavors to incorporate any requests from the Customer during the project. Customer recognizes that such requests may alter the estimates provided and any requests that are outside of the scope of what is discussed in the requirements sessions will be proposed as a change order. Both parties will endeavor to manage the use of each other's time in the most effective way.

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This Statement of Work, along with the scope statement appendices covers what was documented and agreed to be implemented during the sales process and supersedes all prior agreements. It does not cover perceptions or assumptions based on conversations, written or solution demonstrations that took place outside of the process.

Project Management Responsibilities

T2 and Customer will each appoint a Project Manager, prior to beginning any portion of the services covered under this SOW, who will be responsible for T2's project management responsibilities. The Project Managers will work with internal T2 and Customer resources to review project scope, resources, timelines and deliver the project scope outlined in this SOW. The T2 Project Manager will be the Customer's single point of contact and manage all activities on the project, and alternatively the Customer Project Manager will be the main point of contact for T2 resources.

Project Assumptions

1. Customer will be responsible to manage and maintain your own internal project plan and adhere to mutually accepted project deliverables and deadlines. The project timelines, deliverables, and scope may be adjusted if the Customer fails to meet or requests changes to these requirements. As a result, the Change Management process will be initiated, which may result in additional costs and reengagement fees.
2. Software configuration requirements will primarily be discussed and implemented remotely via web meetings and conference calls. All post-deployment support will be performed remotely, unless additional on-site support is defined and agreed to in the contract and as part of this Statement of Work and supporting documents.
3. Any changes to core Solution functionality identified during the implementation will go through a software change request process for requesting T2 custom development quote, which may impact project timeline. If approved, any new custom development functionality will be addressed through the Change Management process.
4. All attempts will be made by both Client and T2 to continue under the original scope of the project as defined in this Statement of Work and supporting documents.

Change Management Process

The Change Management Process covers changes to the Project including scope, schedule, and deliverables during the project timeline covered by this SOW. In the event that either party identifies a requirement out of scope or an approach to a requirement that is greater than the originally planned scope, the issue should be raised to the Project Managers to determine if:

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- The requirement is a simple change and falls within the current plan, but may impact a change to timeline or priority
- The requirement is significant enough to warrant a de-scoping of other requirement(s) in exchange for the newly identified requirement
- The requirement is both critical and significant enough to result in a Change Order

In all cases, any change to a requirement will be documented in a Change Order. The Change Order will describe the change, the reason for the change, impacts to the planned scope, timeline and/or resources and may be subject to reengagement.

In the event that the scope changes, the Customer will be notified in advance and must provide written approval (via a signed Change Order) to proceed. Change Orders will be invoiced based on the payment terms described in the original quote.

Implementation Service Pricing [1]

Below is the quote to reference costs associated with the implementation of the T2 applications based on the requirements gathered during working sessions and the configuration defined in the project document. All pricing in the quote shown in US Dollars (USD).

Product Name	Quantity	Sales Price	Year 1 Total
Flex and LPR Integration Implementation	1.00	USD 3,000.00	USD 3,000.00
LPR Third Party Services – Permit zone configuration services for AutoVu Mobile with or without Wheel imaging Package	1.00	USD 1,200.00	USD 1,200.00
LPR Third Party Services – Vehicle Installation and Training	2.00	USD 3,600.00	USD 7,200.00
LPR Third Party Services – Maintenance Plan (1 Year)	1.00	USD 4,434.00	USD 4,434.00
T2 LPR Integration Prime Project Management	1.00	USD 6,000.00	USD 6,000.00

Note [(1)]: Pricing is based on past project work, and is intended as a rough idea of the size of this project. T2 maintains the right to issue Change Orders to accommodate additional time, resources, or materials needed to successfully implement your project.

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Travel & Expenses

Reasonable travel and out-of-pocket expenses will be invoiced separately (including state sales tax). Any travel that is required beyond that specified in the Quote will require written approval from the Customer, and such travel will be invoiced accordingly. If no travel expenses have been included as part of this Statement of Work any requested or needed travel will require written approval from the Customer's project's Executive Sponsors or Project Manager before scheduling.

Authorization to Begin Work

Delivery of Services is dependent upon receiving written authorization from the Customer. The signature below represents the Customer's approval for T2 to commence work on this project as currently defined, with an agreement to pay all fees incurred in the delivery of such work.

Signature

T2 Systems, Inc.		Western Carolina University
Signature:	Adam Rausch	Signature: Cindy Nicholson
Print Name:	Adam Rausch	Print Name: Cindy Nicholson
Title:	SVP, Services	Title: Director Purchasing & AP Services
Date:	4/9/18	Date: 4-3-18

Appendices

Exhibits Included		Customer
Exhibit II:	<SOW Addendums>	Initials]: CN
Exhibit III:	<T2 Quote #8951>	Initials]: CN
Exhibit IV:		Initials]:
Exhibit V:		Initials]:
Exhibit VI:		Initials]:

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LPR Integration

Purpose

The T2-AutoVu LPR Integration is designed to allow permit and scofflaw data from T2 Flex to be transmitted to AutoVu servers. This data is then used by the AutoVu Patroller application to determine which plates should be returned as hits to be enforced. Once a hit is enforced in Patroller, the plate is transferred to T2 eTicketbook where a ticket can be issued. A copy of the ticket is printed out to be put on the vehicles dashboard and is also sent to T2 Flex. The officer would then return to the enforcement vehicle and continue on to look for the next hit. This document provides the standard configuration and setup of this interface. Any deviations from this may require additional development and/or cost.

Required Information Provided by the Customer

The following information must be provided to T2 before the engagement begins in order to ensure a successful implementation:

1) An identified resource that will be the owner of this interface during the project.

2) An identified resource that will be the owner of this interface once it is live.

3) A definition of the scofflaw list that will be exported from T2 Flex to AutoVu and a schedule for how often to run this.

4) A decision on if the Permit list will be done in Real-Time or in Batch.

a) If in Batch, the schedule for how often it runs will be needed.

b) If in Real-Time, the customer must use Permit Facilities in Flex that match the Parking Areas in AutoVu. If this is not possible, additional hours and cost may be necessary.

5) AutoVu must be installed and configured for the customer before we can complete the T2 eTicketbook installation.

1) Permits are sold in T2 Flex.

2) License Plate and Permit Data is transferred from T2 Flex to AutoVu.

a) If done in Batch, a Flex task will create a file to be consumed by AutoVu.

b) If done in Real-Time, AutoVu will access five queries in Flex via Web Services.

3) The enforcement officer will drive through a parking facility and the cameras will read license plates. If the plate does not have a valid permit tied to it, AutoVu will notify the officer of the hit. The officer may then accept or reject the hit.

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4) Once the officer enforces the hit, the Plate Information and License Plate and Context Images will be sent to T2 eTicketbook.

5) The officer will fill in the ticket information and issue and print the ticket from eTicketbook.

6) If there is an internet connection in the Vehicle, the citation will be uploaded immediately to Flex via Web Services. If not, it will be loaded along with the images when the officer runs a communication session at the end of his/her shift.

Scofflaw/Hot List

1) Scofflaws and Hot Lists are configured in T2 Flex.

2) License Plate and Scofflaw Data is transferred from T2 Flex to AutoVu in Batch via a Flex task will create a file to be consumed by AutoVu.

3) The enforcement officer will drive through a parking facility and the cameras will read license plates. If the plate appears on the Scofflaw/ Hot List, AutoVu will notify the officer of the hit. The officer may then accept or reject the hit.

4) Once the officer enforces the hit, the Plate Information and License Plate and Context Images will be sent to T2 eTicketbook.

5) The officer will fill in the ticket information and issue and print the ticket from eTicketbook.

6) If there is an internet connection in the Vehicle, the citation will be uploaded immediately to Flex via Web Services. If not, it will be loaded along with the images when the officer runs a communication session at the end of his/her shift.

If doing Real-Time, there is no export file. If doing a batch permit list, the export file must meet the following requirements:

1) A separate record must be created for each permit and license plate combination

2) File Type must be comma delimited

3) Standard fields are listed below. Removal of non-required fields is allowed, however additional development and/or cost may be necessary if other fields are required or the format below cannot be met.

FIELD NAME	FIELD DESCRIPTION	FLEX REQUIRED FIELD FORMAT	MAX FIELD WIDTH	EXAMPLE
License Plate State	This must be the state Code		2	IN
License Plate Number			10	PARKING1

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Permit Effective Date		MM/DD/YYYY		1/1/2017
Permit Expiration Date		MM/DD/YYYY		12/31/2017
LPR Area	This must match the parking area in AutoVu that this permit is eligible for			LOTA
Permit Number				A170001

The export file must meet the following requirements:

1) A separate record must be created for each Handheld Notification and license plate combination

2) File Type must be comma delimited

3) Standard fields are listed below. Removal of non-required fields is allowed, however additional development and/or cost may be necessary if other fields are required or the format below cannot be met.

FIELD NAME	FIELD DESCRIPTION	FLEX REQUIRED FIELD FORMAT	MAX FIELD WIDTH	EXAMPLE
License Plate State	This must be the state Code		2	IN
License Plate Number			10	PARKING1
Vehicle Make Code				Ford
Vehicle Notification Description				Vehicle Tow

Special Notes

1) For the Scofflaw/Hit List export and if using a batch Permit List, the export tasks should be scheduled to run at least 30 minutes apart.

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Signature

Client Authorized to Confirm Configuration Changes Requested.

Western Carolina University

Signature: Cindy Nicholson

Print Name: Cindy Nicholson

Title: Dir. Purchasing & A/P Services

Date: 4-3-18

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SUBCONTRACTOR SCOPE OF WORK

Preamble

The purpose of this document is to elaborate the services requested by T2 for Western Carolina University, which will be referred to as End User Client in this document.

In the event of a conflict between this SOW and the Purchase Order, the Purchase Order will prevail. Wherever the SOW and Purchase Order are silent, ComSonics Inc. standard terms and conditions of sale will apply.

Description of Services and Deliverables

The scope of ComSonics Inc. is to supply, configure, install and commission the Autovu Mobile License Plate Recognition LPR system to meet the defined and agreed specification with T2 – End User Client.

ComSonics will provide installation services and project management for the following:

1) Installation, Configuration and Verification of Security Center on Server (hosted or onsite).
2) Deployment of 2 Dual Sharp X systems on vehicle, which includes:
    a) Installation of 2 Dual Sharp X system,
        i) System consists of: 2 Sharp X cameras, 1 ruggedized Laptop/Tablet, Docking Station with mount, and 1 Central Processor unit, & GPS antenna.
        ii) In Vehicle (laptop/tablet) Software Installation, Configuration and Verification of Autovu Patroller.
        iii) Hotlist & Permit list integration. (Hot list and Permit lists are required to be pushed to the Security Center Server on a regular interval.)
3) Deployment of the Pay by Plate / phone integration if included in PO.
4) Provide testing of deployment of the T2 integration
5) Operator training (maximum of 5 operators per vehicle) Train the Trainer approach.
6) Security Desk Training. (maximum of 5 supervisors) Train the Trainer approach.

All aspects of the installation will be controlled and carefully planned to meet the security requirements and standards of the end-customer as defined by T2 – End User Client

Scheduling

- Any rescheduling of installation or 2nd site visit required due to installation requirements not met by T2 or the End User Client will have to be charged.
- Any rescheduling request of start date will have to be approved by ComSonics.
- The installation work (i.e. labor) executed by ComSonics onsite will be under warranty for a period of 90 days from the installation completion date.

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Note 1: Upon acceptance by the T2 – End User Client and ComSonics, any changes or modifications to the Scope of Work must follow the ComSonics Change Management process. All approved changes will become attachments to the original approved Scope of Work, which will then form the new baseline upon which future changes will be measured.

Assumptions

- The Security Center installation and configuration by ComSonics will take part in a multiple phases as planned and coordinated with T2 and End User Client.
- IT representative(s) (i.e. SQL and/or Network Administrator(s) if applicable) from T2 and End User Client shall be made available during the complete installation period. Delay of IT support may result in additional Field Engineering support and services.
- The ComSonics Field Engineering services include 8 hours of services per day (time allocated for one meal included). Normal working hours are from 8AM to 6PM. This can be adjusted based on customer need.
- Location and facilities:
  - It is the responsibility of T2 and End User Client to provide an appropriate location preferably indoors which is well lit, internet access, restroom access and has power available to execute the installation.
- Equipment Delivery:
  - Any received parts assessed as Defective by the ComSonics will be handled through the Advanced RMA process for 90 days from the installation start date.
  - All received parts shall be made available at the installation site by the T2 and End User Client.
- Operator Training
  - Operator Training will be limited to 5 participants per vehicle and 5 for Security desk.
  - All participants will be available during the planned operator training session as outlined in the schedule.

Constraints

- All servers, workstations and laptops meet the Security Center specifications respectively.
- All servers, workstations and laptops are installed and configured as per Security Center specifications respectively.
- Laptop and Client computers need network access to the Security Center Server. Below are the Ports that are required to be open (TCP/UDP.)
  - Patroller Laptop to Security Center Server: port 8731, port 5000, port 8001, port 8832
  - Security Center Server to Security Center Client: port 5500
- For wireless offloads and Permit list downloads, the Client is responsible for a cellular data network card (card requires to be compatible with Panasonic FZ-G1 tablet or vehicle computer chosen.
- T2 and End User Client resources must be present during the deployment and validation of Genetec solution deployment phase.

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- Vehicle needs to be determined / identified prior to finalizing Scope of Work.
- Vehicle is required to be available during the Installation timeframe.
- Hotlist, Overtime & Permit rules of enforcement need to be determined / identified prior to finalizing Scope of Work.
- The Network between all relevant third party devices and Security Center servers and workstations is stable and fully functional.

Professional Services Exclusions

ComSonics will not undertake the following deliverables and responsibilities related to the installation:

- The procurement and physical installation of Servers, Workstations, Networking devices or any type of required hardware for this project will not be conducted by ComSonics.
- Custom Solutions development is currently not part of this scope of work. Once clearly defined, reviewed and approved, the ComSonics, T2 and end will add it to this scope of work, if necessary.

Current Bill of Material

The Bill of Material for the solution to be deployed is defined by the Quote and Purchase Order.

Installation Details and Schedules

Below is the tentative installation schedule, the schedule is subject to change without prior notice.

Deployment Date: TBD based on vehicle delivery and receipt of T2 purchase order

Date	Activities
Phase 1	
Day 1-2	• Install 2 Dual Sharp X LPR system on vehicle, which each consists of: 2 x Sharp X cameras, 1 ruggedized Laptop/Tablet and mount, 1 Central Processor unit, Navbox & GPS,
Day 3	• Finalization of hardware & Software installation and configuration of Sharp X University Based system on vehicle. • Installation and configuration of the AutoVu Patroller Software on the Laptop

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	• Finalization of Software configuration of Security Center on Workstations/Server. • Complete testing of System: Patroller (In vehicle) software communication with Sever (Security Center)
	• Installation Security Desk on up to 5 Client (workstations) computers. • Complete testing of Security Center Server.
Day 4	• Final verification of System: Security Center, Security Desk & AutoVu Patroller software.
	• Training Session 1: Conduct Operator Training: (Patroller, in-vehicle) ➢ In-vehicle Operator Training for Patroller will be limited to 5 participants All participants will be available during the planned operator training session.
Day 5 (1/2 Day as Needed)	• Training Session 2: Conduct Administrator Training: (Security Center/Desk) Back end reporting and data mining. ➢ Security Desk Operator Training will be limited to 5 Participants All participants will be available during the planned operator training session.

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APPENDIX C
APPLICABLE TERMS

Payment Terms

Ongoing T2 Flex software (including handheld software) and hosting fees are billed annually and payable on the anniversary of the date the Flex software is accessible by your organization (Activation Date).

Travel and Shipping costs are an estimate. Actual travel and shipping costs will be billed separately.

Initial installation is billed on the following schedule:

Flex

Upon receipt of a purchase order, T2 will invoice 50% of the value for all items listed under Professional Services. An additional 25% will be invoiced when first sample is delivered, and the remaining 25% at 'go live' of Flex on the Activation Date.

eBusiness development will be billed 50% upon receipt of purchase order and the remaining 50% upon delivery. Credit card processing and internet payment gateway relationships are handled by the customer.

Data conversion and interfacing will be billed 50% upon purchase order. T2 will bill an additional 25% when first sample is delivered and the remaining 25% upon completion.

Handheld and T2 Flex Point of Sale hardware will be invoiced 100% upon shipment.

Maintenance and Support

Normal business hours for Support staff are Monday-Friday from 8am to 8pm EST, excluding T2 approved holidays. Support for critical issues is available 24x7x365 via our emergency support process.

Availability Restrictions

Service will not be available on the following holidays, unless otherwise indicated:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving	Day after Thanksgiving
Christmas		

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Warranty

T2 warrants to Customer that for a period of 12 months from the date of delivery, all Deliverables delivered on that date will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications and other requirements specified by T2; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Deliverables by Customer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Customer's discovery of the noncompliance of the Deliverables with the foregoing warranties.

Return Materials Authorization (RMA) Process

In the event that Customer experiences a malfunction with respect to the Hardware, Customer shall call T2 technical support in order to determine the cause of the malfunction. If T2 technical support determines that the Hardware does require service, the technician will instruct Customer as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Customer shall return the damaged Hardware, together with a description of the malfunction, to T2 or other service location as directed by the T2 technician. Customer shall remove the Flash ROM or RAM cards prior to shipping the Hardware to the appropriate T2 service center. Customer is responsible for all freight and insurance charges inbound to the service center. T2 is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item or shipping the product to or from the distributor or Customer.